

February 2, 2011

Honorable Robert E Gerber
United States Bankruptcy Judge
Room 621
United States Bankruptcy Court
For the District of New York
One Bowling Green, NY, NY 10004

Re: MOTORS LIQUIDATION COMPANY, ET AL.,
F/K/A General Motors Corp., et al
Debtors

Dear Honorable Robert F. Gerber, Judge

I was very surprise that the Legal Counsel for the Debtor Motors Liquidation Company/General Motors had made a Notice Of Debtors" 165th Omnibus Objection To Claims And Motion Requesting Enforcement Of Bar Date Orders (Late–Filed Claims), in which I, Brandon J Davis was listed in their "Exhibit A".(see attachment). This "Exhibit A" is an Objection that seek to disallow and expunge certain proofs of claims which names where located in it.

OBJECTIONS

1. I object to this motion because I never received adequate and sufficient notice of the Bar Date Orders by publication, (collectively, the "unknown Creditors" as specified as # 2in the Motion
2. It states in #7 of this motion that "In addition to requiring the Debtors to provide actual notice of the Bar Date to all parties known to have claims against the Debtors, each of the Bar Date Orders authorized the Debtors to provide notice of the Bar Date by publication. which, as provided for in the Bar Orders, :shall be deemed good adequate and sufficient publication notice of the Bar Date] and the procedures for filing Proofs of Claim in these cases{.}." This was not done because I am a Claimant, and I have presented records to the Debtors and the Court in my letter of September 7, 2010 which list the dates of my claims, which were prior to the Bar Date of 11-30-2009. (see attached letter dated Sept. 7, 2010).
3. It is stated in #8 of this motion that "After the applicable Bar Date, the Late-Filed Claims, were periodically received from the Unknown Creditors who did not receive actual notice of the Bar Date Orders because they were unknown to the Debtors as having potential claims and, furthermore, the Debtors could not have known of the potential claims of the Unknown Creditors, and/or their identity, through an inspection of their books and records or other reasonable investigation." I Brandon J. Davis totally object to this statement because the Debtor did know that I had a claim prior to the Bar Date, these claims were documented and all forwarded to the Debtor or his Legal Representative and a

copy has been forwarded to the debtor's Legal Team and listed in my letter of September 7 2010 . (see attachment)

4. It is stated in #11 "In differentiating between a "known creditor and an "unknown" creditor, the guiding principle is that the latter is one whose identity and /or claim is not "reasonably ascertainable" or is merely conceivable or speculative" In turn, a creditor's identity or claim is not "reasonably ascertainable" if it cannot be uncovered by a debtor through "reasonably diligent efforts". However, a debtor need not engage in extended searches where the effectiveness of such a search is outweighed by its practical difficulties or high cost. Trully in the case of Brandon J. Davis, based on the documents on file, he should be listed as a "known creditor", and placed back on the Claims List.
5. It is stated in #12 "A review of the Late -Filed Claims reveals that each of the Unknown Creditors was "unknown" to the Debtor. As stated previously this is a totally untrue statement as it relates to the time of the claim filed by Brandon J. Davis.
6. In Item # 13 it talks about an "excusable neglect" letter. I don't think it was necessary in my case to write an "excusable neglect" letter but just so that I covered all the legal items I wrote an "excusable neglect" letter" dated July 1, 2010, (see attachment).
7. Item #18 states that "No previous request for the relief sought herein has been made by the Debtors to this or any other Court. Wherefore the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just."

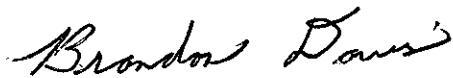
I Brandon J. Davis totally object to this Motion as it relate to adding my name to Exhibit A, thereby limiting me to my Constitutional Rights to file a claim for wrongful deed done against me by the nations largest Corporate Giant, Motors Liquidation/General Motors.

I thank God that we have you Judge Robert E. Gerber, United States Bankruptcy Court overseeing these proceeding. If it were not for fair individual like you, I would be dismissed from this case with no hope for relief. I refer back to the Cleveland Plain Dealer article dated Wednesday, November 18, 2009. This article headline read "GM asks Court to let it drop payments in engine suits" (see attachment) This is where my problem started I had purchased a GM car that had oil leak problems and caught fire and blew up. This car was on recall and GM has refuse to pay their debt which is their moral and legal responsible responsibility.

Judge Robert E. Gerber, this motion is just another attempt by Motors Liquidation/ General Motors of paying their loyal clients what is rightfully and morally due to them. Thank you for taking this time to listen to my request and I pray that you will add my name back to the Claims List and direct Motors Liquidation/General Motors to resolve this claim as soon as possible. The longer they hold this claim the more I am swallowed up in debt.

THANK YOU !!!

Sincerely.



Brandon J. Davis
(216) 731-9944
e-mail: nathandavis55@aol.com

WEIL, GOTSHAL & MANGES LLP
Joseph H. Smolinsky
Harvey R. Miller
Stephen Karoykin

Attachments:

September 7, 2010

Honorable Robert E. Gerber
United States Bankruptcy Judge
Room 621
United States Bankruptcy Court
For the District of New York
One Bowling Green, NY, NY 10004

Re. MOTORS LIQUIDATION COMPANY, et al.,
f/k/a General Motors Corp., et al.
Debtors

Dear Honorable Robert E. Gerber, Judge

I, Brandon J. Davis, Object to this Motion, based on the fact that my claim has been filed in a timely manner and fully documented, in addition to receiving a Recall Notice from General Motors where they admit that their product could be at fault and cause a fire, which it did and I lost my total investment.

I have forwarded to this Court all of my Documents that demonstrates that I have been wronged by General Motors and they indeed owe me for damages and cost.

Please note the following enclosed documents

DATE	ITEM
7-1-10	Proof of Claim to Bankruptcy Court
7-1-10	Letter to Motors Liquidation Company Claims Processing
7-19-10	M.L.C. Claims Register from Motors Liquidation Company
7-19-11	Listing my Claim at \$13,060.
11-30-09	Letter to ESIS Central Claims Unit (Rep. GM)
10-7-09	Letter to ESIS Central Claims Unit (Rep. GM)
9-20-09	Letter to General Motors
10-5-09	Letter to ESIS
4- -09	ReCall Letter from GM

DATE	ITEM
4-22-09	Sims, Buick Pontiac GMC, (ReCall Warranty Work
4-22-10	Complete)

Note: I have submitted other documents to verify and justify my claim that are available if required)

The Court should also note the enclosed article from the Cleveland Plain Dealer dated 11-18-09: "GM ask Court to Let it Drop Payments in Engine Suits"

Finally the article in the Cleveland Plain Dealer 8-19-10 "GM gets ready for its IOP, to include US owned stock" The article states that since emerging from bankruptcy last year GM has put people back to work, by adding shifts at its plants and posted profits for a second straight quarter thi year 2010.

The Court has allowed this company to file bankruptcy in order to hide from paying its creditors, and now they are back to business as usual and multi-million dollars in profits.

All that I am requesting is they pay me what is do, for their faulty product which could have cause the life of several indivuduls when it caught on fire, but thank God it didn't.

My claim amount would be what they have filed on their own Claims Register in the amount of \$13,060.

Thank you for your prayers for consideration in this matter !

These funds will assist me in continuing my training in a welding school so that I can qualify myself to start an apprenticeship as a pipefitter.

Sincerely,



Brandon J. Davis
(216) 731-9944
e-mail: nathandavis55@aol.com

WEIL,GOTSHAL & MANGES LLP
Joseph H. Smolinsky
Harvey R. Miller
Stephen Karoykin

November 30, 2009

ESIS Central Claims Unit
P. O. Box 300
Mail Code 482 C19 B61
Detroit, MI 48265-3000

Re. Brandon Davis
File: 678775

Dear Sir:

More than five weeks have gone by since my letter of October 7, 2009, concerning the above claim and I have not had any correspondence from General Motors. This is very unprofessional and unbusiness like. Just to demonstrate my loyalty to General Motors , I have purchased another General Motors automobile, a 2004 Monte Carlo. This vehicle was purchased on November 10, 2009. (see attachments)

My 1998 Gran Prix was totaled by fire on September 10, 2009; therefore I have been without transportation for a total of two months because of General Motors negligence with an oil leakage problem that cause a fire and cause my automobile to be totaled.. I have been without an automobile for two months which equals sixty days. Rental cost for an automobile is \$20.00 per day in the Cleveland area. Therefore in considering the settlement for this claim the rental cost should be taken into consideration at :
(\$20.00 X 60 days = \$1,200.00) This should be taken in consideration with the Book Value of my vehicle, the 1998 Gran Prix. Thank you for your consideration, I look forward to your early response.

SINCERELY,

Brandon Davis

attachments



6767 BROOK PARK ROAD
PARMA, OHIO 44129
(216) 459-8350 • FAX (216) 459-0852
www.axelrodsales.com

November 19, 2009

Brandon Davis
337 Woodbridge Gln
Cleveland, OH 44143-1463

Dear Mr. Davis:

On behalf of everyone here at Axelrod Sales & Service, I would like to thank you for your recent purchase of a Chevrolet Monte Carlo. We look forward to serving your automotive needs. Our Service Department offers maintenance and repair work on makes and models, Monday through Saturday. *Check out our service specials at www.axelrodservice.com.* Please see Gary or Jim at the service desk. We have one of the busiest collision centers in the area and direct repair relationships with major insurance companies.

Our commitment to customer satisfaction is stronger than ever. We want your next vehicle purchase to be from our dealership. That's why we are dedicated to making this ownership experience as satisfying as possible. Rest assured that every effort will be made to merit your continued confidence in Axelrod for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Axelrod".

Phil Axelrod

Jeanelle Arcuri

ADDRESS 337 WOODBRIDGE GLN

Pg 8 of 15

CITY RICHMOND HTS. STATE OH ZIP 44143

RES. PHONE (216) 731-9944

BUS. PHONE ()

E-MAIL _____ DATE 11/10/09

DRIVER'S LICENSE NO.

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

VEHICLE SOLD	MAKE	YR.	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
VEHICLE TRADED IN WILL BE:	CHEVROLET	04	MONTE CARLO	CP	BLACK		6380P130	2G1WX12K74G257803
	N/A	NA	N/A	N/A	N/A		N/A	N/A
MILEAGE ON TRADE IN: N/A Accurate Unless Marked Not Accurate	DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MILEAGE ON PURCHASED VEHICLE: 66458 Accurate Unless Marked Not Accurate	<input type="checkbox"/> NOT ACCURATE					<input type="checkbox"/> NOT ACCURATE

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT
Purchaser hereby provides to the Dealer the sum of \$ _____ as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.
X

NEGATIVE EQUITY:
I am aware the balance owed on my trade-in/lease turn-in vehicle exceeds the allowance from Dealer and, as a result, I have requested that \$ _____ from my trade-in/lease turn-in be included in the total cash price of the vehicle.
X

ARBITRATION
I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.
X

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICES CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT. IF THE PURCHASE OF THE MOTOR VEHICLE DESCRIBED HEREIN IS TO BE FINANCED, ALL DISCLOSURES REQUIRED BY REVISED REGULATION Z, TRUTH-IN-LENDING SIMPLIFICATION ACT, WILL BE MADE BY THE LENDING INSTITUTION (CREDITOR) TO PURCHASER AT THE TIME PURCHASER IS TO BE CONTRACTUALLY OBLIGATED ON THE CREDIT TRANSACTION. IF THE PURCHASE OF THE MOTOR VEHICLE DESCRIBED HEREIN IS TO BE FINANCED, THE ANNUAL PERCENTAGE RATE (APR) MAY BE NEGOTIATED WITH THE DEALERSHIP AND THE DEALERSHIP MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER AND ALL TERMS OF THE AGREEMENT ARE PRINTED OR WRITTEN FRONT AND BACK
I understand this order requires the acceptance of the dealer or his authorized agent.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS ISADOS. LA INFORMACIÓN QUE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATICO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRATO CONTENIDA EN EL CONTRATO DE VENTA.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. See Spot/Conditional Delivery Agreement fully incorporated herein.

This motor vehicle contract is executed this 10TH day of NOVEMBER

2009

PURCHASER(S) *Barbara D.*

SALESPERSON THOMAS, PAMELA LIEKART, JANELLE

ACCEPTED BY AUTHORIZED AGENT

October 7, 2009

ESIS Central Claims Unit
P.O. Box 300
Mail Code 482 C19 B61
Detroit, MI 48265-3000

Re. Brandon Davis
File: 678775

Dear Sir:

This submittal of pictures should finalize your requirement as listed in your letter dated September 30, 2009. You requested color photos taken of the underhood engine area. The Pictures that are enclosed were taken with a cell phone camera and are the only pictures taken after the fire totally destroyed the 1998 Pontiac Grand Prix.

The following should be considered in your Technical Evaluation:

1. When the Fire Department arrived the 1998 Pontiac Grand Prix was Fully Involved with Fire. (see report)
2. To complete the extinguishment the Hood Had To Be Pried by the Fire Department. (see report)
3. There were three (3) Professional Firemen who witness the fire, **Frank Beach, Anthony Pellegrino, and Robert Stragisher.** (see Fire Report pages 7,8,9)
4. These three (3) Firemen were eye witnesses to the fire and can tell you the extent, color of flames, main location, odor, and degree of smoke which would be far better than any photo that probably would not give the true exact colors anyway.
5. There were also two other associates of mind who were with me on the evening of September 10, 2009 and can serve as eye witnesses to the fire, they are: **James Garrett, (216) 501-1397 and Mark Coleman, (216) 272-7091.**
6. This 1998 Grand Prix had a history of oil leakage problems in which I have receipts for and have already submitted them to you. The Marathon Gas Station Dealer will admit that he tried to stop the oil leakage on several occasions.

7. Even after taking my 1998 Pontiac Grand Prix in to have the Recall work performed, the automobile still caught on fire; and thank God the fire didn't kill me in the car and a few others.

After reviewing all the submitted documents, facts and talking to witnesses, I have confidence that General Motors will do the right thing!

I LOOK FORWARD TO YOUR FAVORABLE RESPONSE !

SINCERELY,

Brandon Davis

enclosures

September 20, 2009

General Motors
P.O. Box 33172
Detroit, Michigan 48232-6172

Dear Sir:

- ✓ I am writing you concerning my 1998 Grand Prix, VIN NUMBER: 1G2WP52K9WF299855. (see Title attached) I purchased this vehicle used in good faith from Tim Schckowski a Marathon Gas Station Dealer on March 19, 2009 for \$ 2,500.00 (see Marathon receipt and cashier's check).

My Father advised me that General Motors cars has always served him and the family well for years, and that this Grand Prix sounded like a good purchase. Soon after I purchased this automobile, I notice that it continued to leak oil, all of the time so I returned it to the Marathon Dealer to have the oil leak repaired several times. (see receipt 5-2-09 for \$115.00 and receipt 6-1-09 for \$215.00). Even after returning the automobile several times after these receipts the automobile continued to leak oil, the proof is oil stains in my driveway.

I received a Recall Notice from General Motors stating, "An underhood fire may be caused, being deposited on the exhaust manifold through hard braking. If the manifold is hot enough, the oil may ignite into a small flame and, in some instances, the fire may spread to the plastic spark plug wire channel and beyond. If this occurs, there could be a fire in your vehicle and nearby property."

After receiving this notice I took my automobile into Sims Buick Pontiac GMC, 940 Babbitt Road, Euclid, Ohio 44123, (216) 289-5700, to have the recall warranty work done on 4-22-09. (see attached invoice)

While visiting a friend on September 10, 2009, I parked my automobile on the streets at 1529 E. 248 St. A neighbor came to my friend's house to inform me that my automobile was fully on fire under neath the hood. I went outside to investigate the flames and immediately called the City of Euclid Fire Department. They came out and extinguished the fire before it reached the gas tank and cause an explosion. The Fire Department also advised me that my car was a **TOTAL LOST.** (please see Euclid Fire Department Report dated 9-10-09).

I am enclosing pictures that illustrates the following: 1) This was an **underhood fire** 2) This fire was caused by **drops of engine oil**. (see dark smoke cause by oil and oil repair receipts).

I took every pre-caution that General Motors recommended in the Recall Notice, but still my automobile caught on fire at **no fault of mind by negligence, therefore this is a General Motors manufacturing fault by design.**

I requesting retribution in the amount of my purchase price for the automobile and for oil leak repair work in addition to compensation for time and inconvenience.

I look forward to your early response because now I am without transportation !!!

Sincerely,

Brandon Davis

Brandon Davis
(216)731-9944 home
(216) 990-8110 cell

cc Attorney Louis Stokes – hold unless no response
Attorney Jimmie Mack – hold unless no response
Better Business Bureau – hold unless no response

HONORED

**Pillar of Justice
goes to Louis Stokes**

Louis Stokes has won the first Pillar of Justice Award from the Federal Bar Association Northern District of Ohio for his accomplishments as a lawyer and congressman.



Louis Stokes

To submit candidates for Honored, e-mail information to metrodesk@plaind.com, fax it to 216-999-6374, or mail it to Honored, c/o Plain Dealer Plaza, 1801 Superior Ave., Cleveland 44114. Please include the names and contact information of the honor's recipient, its source and yourself, along with the recipient's photograph and relevant qualifications.

16 - 6 - 69

PD

DEAR E SIS,

RE: BRANDON DAVIS

FILE 678775

PLEASE BE ADVISED THAT ALL OF THE REQUESTED INFORMATION IN YOUR LETTER OF SEPT 30, 2009 WAS RECEIVED BY GENERAL MOTORS CLAIMS DEPARTMENT ON SEPT. 21, 2009. THE REASON I KNOW IS BECAUSE AFTER THEY RECEIVED THIS INFORMATION THEY CALLED ME TO INFORM ME THAT THEIR ATTORNEY WOULD BE CONTACTING ME WITHIN A TWO (2) WEEK PERIOD.

I AM QUITE DISTURBED THAT YOU ARE WRITING ME NOW REQUESTING THIS SAME INFORMATION THAT WAS IN THE ANSWERS OF GENERAL MOTORS ON SEPT. 21, 2009. IT SEEEMS AS IF SOMEONE IS PLAYING GAMES AND WASTING TIME.
EVERY DAY THAT I AM WITHOUT A CAR MY COST GOES UP IN THE CLOUDS AND IS COST APPROXIMATELY \$20.00 A DAY TO RENT A CAR.

ACT ON THIS CLAIM AS SOON AS POSSIBLE
BECAUSE I AM BEING VERY INCONVENIENT TRYING
TO PAY FOR TRANSPORTATION AND MY FUNDS
ARE RUNNING SHORT.

I THOUGHT THIS INFORMATION SHOULD HAVE
ALREADY BEEN GIVEN A TECHNICAL EVALUATION
SINCE IT WAS RECEIVED BY GENERAL MOTORS
CLAIMS DEPARTMENT ON SEPT. 21, 2009.

YOUR PROMPT RESPONSE IS APPRECIATED.

Sincerely,

Brandon Davis

C2 | Business

GM asks court to let it drop payments in engine suit

The Plain Dealer | Breaking news: cleveland.com

Wednesday, November 18,

GM asks court to let it drop payments in engine suit

ROBERT SCHOENBERGER
Plain Dealer Reporter

Entered 02/09/11 12:59:17

General Motors wants to dump its obligations to pay potentially millions of customers for engine damage caused by the radiator fluid GM used in vehicles from 1995 until 2004. Last year, GM finalized settlements of several class-action law-suits over its use of Dex-Cool coolant in four

V-6 engines. Under the settle- ments, GM was to have paid owners \$50 to \$800 to repair leaking gaskets and other prob- lems caused by the coolant.

This week, that automaker asked the New York court han-

dling the remnants of its bank- ruptcy case to let it drop the settlement obligations by Dec. 3.

GM spokesman Tom Wilkin- son said that if the court ap- proves the request, people who

have not yet been paid for Dex- Cool claims will become un- cured creditors to the portion of General Motors that did not emerge from bankruptcy this summer.

That means they'll join bank- ruptcy. But company officials

would not comment Tuesday on whether that applies to class-ac-

tion lawsuit settlements.

Attorneys who represented plaintiffs in the case said they were still going over GM's new filing. Objections to the GM fil-

ing are due by Nov. 25, and a hearing has been scheduled for Dec. 3.

Wilkinson called GM's deci- sion to seek cancellation of the settlement agreement a "normal

part of the bankruptcy process."

To reach this Plain Dealer reporter:

rschoenb@plainde.com, 216-999-4059